

**THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

DROGUERIA BETANCES, LLC,

Plaintiff,

v.

**YOUNG APPAREL EMPIRE, INC.,
et al.,**

Defendants.

Civ. No. 22-01362 (MAJ)

DEFAULT JUDGMENT

On July 29, 2022, Plaintiff Droguería Betances, LLC (“Plaintiff” or “Droguería Betances”) filed the above-captioned Complaint against Defendants Young Apparel Empire, LLC (“YAE”), and Mark Gazoz (“Gazoz”) (collectively referred to as “Defendants”) asserting claims of breach of contract, unjust enrichment, and action to recover possession against Defendant YAE. Plaintiff also asserted tort claims against Defendant Gazoz, and fraud against both Defendants. (**ECF No. 1**).

Defendant YAE was duly served with a summons and the Complaint on September 8, 2022. (**ECF No. 16**). The executed summons, with its corresponding proof of service, were filed by Plaintiff on September 30, 2022. *Id.* Pursuant to Federal Rule of Civil Procedure 12, YAE had until September 29, 2022, to answer the Complaint or otherwise plead. See Fed. R. Civ. P. 12(1)(A)(i). Defendant Mr. Gazoz was duly served with a summons and the Complaint on September 7, 2022. (**ECF No. 17**). The executed summons, with its corresponding proof of service, were filed by Plaintiff on September 30, 2022. *Id.* Pursuant to Federal Rule of Civil Procedure 12, Mr. 2 Gazoz had until

September 28, 2022, to answer the Complaint or otherwise plead. See Fed. R. Civ. P. 12(1)(A)(i).

Defendants did not file an Answer to the Complaint, and on March 14, 2023, Plaintiff filed a Motion for Default Judgment. (**ECF No. 36**). In the Motion for Default Judgment, Plaintiff requested the Court grant it monetary relief in the pre-interest amount of \$194,580. (**ECF No. 36 at 15**). This amount includes: (1) the \$149,310 it paid to Defendant for goods that were never delivered; (2) Plaintiff's lost profits of \$44,793, which was calculated using a thirty percent mark-up rate; and (3) court costs of \$477, which includes the filing fee of \$402 and service of process fee of \$74. *Id.* at 15 n.5.

On March 30, 2023, the Court granted Plaintiff's Motion for Default Judgment as it pertained to liability and the unrefunded payment of \$149,310. (**ECF No. 37**). However, the Court ordered the Plaintiff to file a separate motion with regards to its request for attorney's fees and costs and scheduled a hearing regarding the claim for damages for April 27, 2023 at 10:00am. *Id.* At the hearing, Plaintiff also requested reimbursement for the interest charges it has accrued on the loan used to pay Defendant for the goods it never tendered, in the amount of \$12,221.89. (Hrg. Tr. at 19:20-20:8).

Pursuant to the Court's Opinion and Order on May 12, 2023 (**ECF No. 40**), Final Default Judgment is **ENTERED** in favor of Plaintiff, Droguería Betances, LLC, in the amount of \$206,201.48, which includes: (1) the \$149,310 it paid to Defendant for goods that were never delivered; (2) Plaintiff's lost profits of \$44,793, which was calculated using a thirty percent mark-up rate; and (3) the \$12,098.48 Plaintiff has accrued in interest from January 19, 2022, until April 30, 2023.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

In San Juan, Puerto Rico, this 20th day of June 2023.

S/ MARÍA ANTONGIORGI-JORDÁN
United States District Judge